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Bank of China (Canada) (the “Bank”, “BOCC”, “we”, “us”) agrees to open, provide and administer personal account (s) and service(s) for you and you agree to be bound by the terms of this Agreement. If you are an existing client, you agree that this Agreement shall replace any previous one.

You confirm you have received the Disclosure Documentation and also agree to be bound by its terms, including any changes or replacements made by BOCC from time to time.

1. DEFINITIONS

In this Agreement:

- **“Account”** means each personal deposit account you already have, as well as each personal deposit account you asked BOCC to open for you from time to time;
- **“Agreement”** means Personal Account Agreement, unless otherwise specified;
- **“ATM”** means Automated Teller Machine;
- **“Business Day”** means any business day excluding Saturday, Sunday and statutory bank holidays;
- **“Disclosure Documentation”** means the Account fees and related services disclosure documentation and, if the Account is an interest-bearing Account, the interest disclosure documentation you received when you opened the Account or were added as a joint accountholder, as applicable;
- **“Electronic Access Device”** means a personal computer, facsimile, wireless device, tablet device or any other electronic device that BOCC allows you to use to access services;
- **“Electronic Communication”** means any communication by an Electronic Access Device;
- **“Expenses”** means all costs, charges, fees, legal expenses and out-of-pocket expenses (together with any goods and services tax or other applicable taxes) incurred from time to time in relation to the Account;
- **“Home Branch of Account”** means a branch which administers your Account and where you transact majority of your banking business;
- **“Instrument”** means a bill of exchange (including a cheque, draft or money order), promissory note or other order for the payment of money given verbally or in paper or electronic form, clearing item, payment item or other value item (including any automated clearing house payment, pre authorized deposit or debit payment), including any image or reproduction of the foregoing. Any such item will be considered an Instrument whether or not you are a party to it and whether it is in Canadian dollars or another currency;
- **“Notification”** means documents that BOCC is required to send you in connection with your Account, including, without limitation, amendments to the Disclosures Documentation, this Agreement and any other agreements that you have entered into with BOCC, as well as notices on the change in fees and the introduction of new fees applicable to your Account, unless otherwise specified;
- **“Online Banking”** means BOCC online banking service;
- **“Renminbi Account”** means a BOCC account, such as a savings account or a term deposit account, denominated in Renminbi (“RMB”), the currency of the People’s Republic of China;
- **“RMB Deposits”** means funds deposited to a Renminbi Account;
- **“Signature Card”** means the Account signature card you signed when opening each Account, or when requesting that you be added as a joint accountholder of the Account, as applicable;
- **“Statement”** means the monthly statement that shows the transactions and balances in the Account, which BOCC deliver or made available to you, whether by mail or electronically, if you have chosen this record keeping option;
- **“Telephone Banking”** means a financial service BOCC provides to client who calls the client service hotline through public communication, mobile communication or integrated telephone line;

- “You” and “Your” refer to each person who has asked BOCC to open an account, has signed the signature card and has applied to relative service.

2. DEPOSIT ACCOUNT AGREEMENT

To establish an eligible account with BOCC, you shall provide true, accurate, current and complete information about yourself as requested in our Account opening form and agree not to misrepresent your identity. Accurate records enable us to provide the service to you. You agree to keep your account information up to date and accurate. You confirm that all your information has been entered in BOCC's banking system(s) accurately and completely at the time of relationship establishment and/or the account opening.

2.1. CHECKING YOUR ACCOUNT INFORMATION

If your record-keeping option is by:

- a) Passbook- You agree to update your passbook at least once every 30 days and examine all Account entries and balances at that time;
- b) Statement or Term Deposit Confirmation Letter- BOCC will mail or otherwise send you a statement or confirmation letter at your address as indicated in the Home Branch of Account's records. When you receive your statement or confirmation letter, you agree to examine all Account entries and balances in it. If a statement or confirmation letter is returned to BOCC because it cannot be delivered, you understand that until such time as you provide BOCC with a current mailing address no further statements or confirmation letter will be sent to you and you will be bound by paragraphs (c) and (d) as if your record-keeping option is paperless;
- c) Paperless- You agree to use Online Banking service and/or Telephone Banking service at least once every 30 days in order to examine all Account entries and balances.

If upon your examination of the records, you discover errors, omissions or irregularities in your Account entries or balances, you agree to notify BOCC in writing, as follows:

- d) Passbook or Paperless Record-keeping- Within 30 days after the date on which the entry was, or should have been, posted to your Account according to BOCC's records, even if you have failed to update your passbook or use Online Banking service and/or Telephone Banking service to review Account entries as required by paragraph (a) or (c) above; and
- e) Statement or Term Deposit Confirmation Letter- Within 30 days after the date on which the statement or confirmation letter was mailed or otherwise sent to you. BOCC's records will be conclusive evidence of the date that BOCC mailed or sent you your Account statement or confirmation letter.

If you do not notify BOCC as required, it means that you have accepted the Account transaction information and Account Statements or confirmation letter as complete, correct and binding on you, and BOCC will be released from all claims by you in respect of the Account information and Account Statements or certificate including any transaction and balance errors.

2.2. ACCOUNT USE

You agree that your Account is to be used as a lawful personal account only and not for business or non-personal purposes or on behalf of any third party and the Bank reserves the rights to enquire / investigate into the conducts of the account to determine whether the account is indeed conducted in the stated purpose lawfully and close / suspend / restrict the use of the account at its sole discretion without notice if situation warrants.

2.3. INSTRUCTIONS

You understand that BOCC, in its sole discretion, may act upon or refuse to act upon (for example due to fraud, unlawful or illegal activity) any written instructions or other information, including but not limited to electronic funds transfers, pre-authorized payments, wire transfers and the like relating to the Account or

dealings that is presented at our counter in person or provided by ordinary mail or other delivery method approved by BOCC. If you choose to send instructions or notice to BOCC through ordinary mail, it must be sent to the Home Branch of Account unless BOCC agrees otherwise. Instructions or information not addressed to any particular person will be considered to be addressed to the manager of Home Branch of Account.

2.4. USE OF ELECTRONIC COMMUNICATIONS

You are authorized to give instructions either by facsimile, transmission, telecopier or telex (each being a communication by fax), by telephone or any other form of Electronic Communication

- a) To transfer funds from any account in the client's name to any individual, firm or corporation;
- b) To deal in any manner with stocks, bonds or other types of securities held in or to be purchased for your account;
- c) To issue stop payment orders;
- d) Relating to foreign exchange transactions; or
- e) Relating to transactions in connection with any credit arrangement between you and the Bank, or
- f) Relating to any other business that the Bank will accept

Any instructions received by Electronic Communication in accordance with this Agreement relate only to dealings of the client at the Home Branch of Account, and are not effective as regards any other branch of BOCC.

BOCC will act upon instructions given in accordance with this Agreement during the Home Branch of Account's usual banking hours on the earliest Business Day possible, as determined by the time of receipt and the type of transaction required.

At your request, we may forward to you copies of any Statements, Instruments or other documents by facsimile or other Electronic Access Device to the number or address provided by you from time to time.

You are responsible for providing us with your updated contact information in writing with your signature, including without limitation the email address and / or facsimile number and we will use the contact information on our record for the purpose of this section.

2.5. BOCC'S TREATMENT OF ELECTRONIC COMMUNICATIONS

Any Electronic Communication received from you or in your name will be considered by the Bank to be duly authorized by you. You authorize us to rely and act on any such communication. If the communication is by facsimile transmission or is sent to us from your designated email address in the form of a signed attachment, we will be entitled to act upon any signature purporting to be your signature. BOCC may decline to act upon any instructions delivered by Electronic Communication if we deem that instructions have not been properly authorized, accurately transmitted or properly understood by us. Although we are not obliged to do so, if we try to verify the signature on an electronic transmission or the validity of any Electronic Communications and are unable to do so to our satisfaction, we may delay in acting on or refuse to act on such instructions.

All instructions given by Electronic Communication as acted upon by BOCC will be conclusively considered to be valid and final instructions, even if they did not come from you, were not accurately transmitted, were not properly understood by BOCC (unless BOCC was grossly negligent or engaged in wilful misconduct in interpreting those instructions).

We may record all telephone calls that relate to the use of or include instructions for using our services. You further agree that our records regarding any Electronic Communication will be admissible in any legal, administrative or other proceedings as if such records were original written documents. Our records will be conclusive proof of the information contained in such Electronic Communications.

2.6. LIABILITY FOR ELECTRONIC COMMUNICATIONS

BOCC will use reasonable efforts to monitor its Electronic Communication facilities to determine if it has received any instructions or information from the client. BOCC's ability to act upon instructions given by Electronic Communication depends upon the normal functioning of the various communication facilities it uses. BOCC is not liable for any delay or failure to receive instructions or information provided by Electronic Communication.

BOCC will not be responsible for any liability, damages, demands or expenses that the client incurs due to BOCC acting or failing to act upon instructions or information received (except for BOCC's gross negligence or wilful misconduct). In the event of BOCC's gross negligence or wilful misconduct, its liability to the client will be limited to the actual loss but in no event exceeding the amount involved in the relevant instruction. BOCC will not in any event be liable for any incidental, consequential or indirect damages, or for loss of profit.

2.7. INDEMNITY FOR ELECTRONIC COMMUNICATIONS

You will indemnify and save us harmless from and against all liabilities, damages, demands and expenses that we may incur (other than due to BOCC's own gross negligence or wilful misconduct), including without limitation legal fees and disbursements reasonably incurred by us, arising from BOCC acting or declining to act upon any instruction or information given to us in accordance with this Agreement. This indemnity is in addition to any other indemnity or assurance against loss provided by you to BOCC.

2.8. INACTIVE ACCOUNTS

Your Account will be designated as inactive if there is no activity initiated by you for at least 365 days. If you do not initiate a transaction or communicate with us, we will send you a notice at the address on file with us. BOCC may place certain restrictions on the activities of inactive account until it is re-activated by the Bank and an applicable service charge may be charged on the Account. If such charging creates or increases an overdraft in the Account and the Bank decide not to recover the overdraft, the client authorizes the Bank to close the account without notice to you. After 10 years of inactivity, your Canadian dollar Account balance becomes unclaimed under federal law and will be transferred to the Bank of Canada. To claim Account balances transferred to the Bank of Canada, you must file a claim with the Bank of Canada. This does not apply to foreign currency account(s).

2.9. LOSS OR THEFT NOTIFICATION

You agree to take reasonable precautions to maintain the safety of your passbook, debit card, and cheques at all times. You must notify us as soon as possible (but no later than 24 hours) after learning or suspecting that your passbook, debit card or any cheques have been lost or stolen, or a fraud has occurred in connection with the Account. Subject to any other agreement you may have with us, we will not be liable for any improper withdrawal from the Account or other losses if you have not given us notice as required, or if your estate has not given the Home Branch of Account immediate notice of your death.

2.10. SERVICE CHARGES AND EXPENSES

You authorize BOCC to charge the following amount to the Account.

- a) BOCC's standard account service fees as set out in the Disclosure Documentation, which may be revised or replaced from time to time;
- b) Any expenses incurred by BOCC relating to the operation of the Account, any matter arising in relation to this Agreement or any other agreement that you have entered into with BOCC, including but not limited to out-of-pocket legal costs and disbursement, search fees.
- c) All applicable federal, provincial and withholding tax that BOCC is required to collect.
- d) Any expenses incurred by BOCC in respect of any third party legal notice or document.

2.11. INTEREST INFORMATION

Interest is paid on interest-bearing Account at rates that vary from time to time. You acknowledge that, from time to time, BOCC may change interest rates and the method by which interest is calculated. If you

have an interest-bearing Account, BOCC will advise you of the interest rate(s) and any changes to how interest is calculated by posting the new rate(s) and any interest calculation changes in all of BOCC's branches and on our website at: www.bankofchina.com/ca/en/. If your balance falls below a certain level designated by BOCC, the interest rate on such Account is zero percent.

2.12. OVERDRAFTS

Overdrafts are NOT PERMITTED unless there is a specific written agreement with BOCC. If BOCC occasionally honors an Instrument written on an Account or executes an Instruction from you to debit an Account or charges an Account for any Expenses, which results in an overdraft or an increase of an overdraft, you should pay such Expenses at BOCC's prevailing rate and repay such overdraft immediately without demand from BOCC with accrued interest at BOCC's prevailing overdraft interest rate.

2.13. JOINT ACCOUNTS

If more than one accountholder signs the Signature Card, then this is a joint Account, and the following terms also apply:

- a) Notices/Statements- BOCC needs not send Account notices or Statements to all joint accountholders. Notices and Statements will be effective and binding on all of you when they are provided to any one of the joint accountholders at the Home Branch of Account, or sent by mail or electronic means to any one of the joint accountholders at his/her most recent address provided to BOCC. Notices will also be effective and binding on all of you when posted in BOCC branches, displayed on or near BOCC ATMs or posted on our website at: www.bankofchina.com/ca/en/. Any one of the joint accountholders may consent to receiving notices and Statements by electronic means and such consent will be binding on all joint accountholders.
- b) Joint and Separate Liability- Each accountholder is individually liable, and all accountholders are jointly liable (or in Quebec, solitarily liable), to pay BOCC any amounts that any of you may owe in respect of the Account.
- c) Communications/Instructions- You authorize BOCC to communicate with any one of joint accountholders in respect of matters relating to the joint Account. If you indicated on the Signature Card, or otherwise in writing, that any joint accountholder can deal with BOCC, then any joint accountholder may provide any instructions to BOCC regarding the operation of the joint Account including, without limitation, transferring the joint Account from the Home Branch of Account to another BOCC branch or changing the joint Account address in the Home Branch of Account's records.
- d) Sharing Information- You acknowledge that each joint accountholder may be provided with Account information including transactions and Account related information of other joint accountholders. This includes information about the Account prior to it becoming a joint Account.
- e) Debits- (This paragraph does not apply if the Signature Card indicates that you must sign cheques, receipts, other vouchers or payment Instruments jointly.) BOCC may accept as a valid discharge any cheque, receipt, other voucher or payment Instrument which is signed by any of the joint accountholders specified on the Signature Card. BOCC has no obligation to obtain signatures or consents from all of you.
- f) Electronic and Other Debits- If you indicated on the Signature Card, or otherwise in writing, that debits can be made by one joint accountholder, then any joint accountholder may debit the joint Account by any means which BOCC may permit from time to time (including electronically, orally, by telephone, or otherwise). Each joint accountholder is responsible for any unauthorized debit which may occur by any of these means, or as set out in any agreement governing that method of debit.

- g) Deposits- Each joint accountholder authorizes BOCC to deposit to the Account all deposits, including cash and Instruments which are payable to, or for the credit or account of, any one or more joint accountholder(s), even if they are not endorsed by any joint accountholder.
- h) Joint Tenancy- (This paragraph will not apply if a joint accountholder is domiciled in Quebec at the time of his/her death.) All money which is now or may later be credited to the Account (including all interest) is the joint property of all of you with the "right of survivorship". That means that if one of the joint accountholders dies, all money in the Account automatically becomes the property of the other accountholder(s). In order to make this legally effective, all of you assign such money to the other accountholder (or to the others jointly if there is more than two accountholders). After your death, BOCC will only have obligations with respect to the Account to the surviving accountholder(s), and anyone else making a claim against the Account after your death must deal with the surviving accountholder(s).
- i) Incompetency/Capacity- If one joint accountholder is declared mentally incompetent or incapable of managing his/her affairs, all of you consent that the legally appointed representative of the incapacitated joint accountholder has the same right of access to the joint Account as did the incapacitated joint accountholder. BOCC may rely on a legally appointed representative who is acting for any one joint accountholder.

If you have a joint Account, the instructions that you provided to BOCC with respect to who may deal with the joint Account will continue in effect until you choose to change them.

2.14. ADJUSTMENTS

BOCC may adjust an Account (even if this will create or increase an overdraft in the Account) to correct amounts credited to an Account or paid to you in cash by mistake or that BOCC suspects could be related to any fraudulent, unlawful or improper activity.

2.15. SET-OFFS

BOCC may apply a credit balance in any of your Accounts against any debt or liability any of you may owe to BOCC or any affiliate of BOCC no matter how long it has been owed. BOCC may do so in any manner it considers necessary without first giving you notice and regardless of whether the Accounts are individual or joint Accounts. This right operates despite any demands that may have been made by a third party. You acknowledge that in the event that BOCC or its affiliate receives notice of your bankruptcy, insolvency or similar arrangement, either BOCC or its affiliate, as applicable, can immediately exercise this right of set-off without prior notice to you. This right is in addition to any rights which BOCC may have at law or in equity in respect to set-off or consolidation of accounts.

2.16. ACCOUNT FREEZE OR CLOSURE

BOCC may freeze or close your Account without notice if it is compelled by law, or BOCC has reason to believe any of the following: you did or may commit fraud; the Account was used or will be used for an unlawful or improper purposes; you will operate or have operated the Account contrary to BOCC policies; you will violate or have violated the terms of any agreement applicable to the Account; or you are or may become a victim of fraud or identity theft.

2.17. LEGAL REPRESENTATIVES

BOCC may accept and act in accordance with instructions from your legal representative (for example, by way of power of attorney or if deceased, your estate representative), if such legal representative demonstrates legal authority to act on your behalf to BOCC's satisfaction, which may include requiring a court order to prove such authority.

2.18. THIRD PARTY DEMANDS

BOCC will comply with any lawful third party demands that it receives in respect of your Account without notice to you. You agree that if BOCC complies with a third party demand, it may charge its reasonable costs to do so against your Account, as disclosed in the Disclosure Documentation.

2.19. INSTRUMENTS

- a) Authority to Pay- BOCC may pay and debit an Account in the amount of every instrument that is payable by you at the Bank and this is present for payment to the Bank.
- b) Unpaid Instruments- You agree that a waiting period or “hold” as disclosed in BOCC's Disclosure Documentation from time to time will be placed on the amount of Instruments deposited or transferred to your Account before you are able to withdraw the funds. Instruments may be returned unpaid for any reason, either during or after the expiry of the applicable hold period, or after release by BOCC of the hold. You will be solely responsible for returned Instruments and BOCC has the right to charge the amount of any returned Instrument to the Account. In that case, BOCC may attempt on your behalf to obtain payment for the Instrument from the drawer of the Instrument or the drawer's financial institution, but BOCC will not be liable for doing so late or improperly or not doing so at all.
- c) Processing and Returns- You waive presentment, protest and notice of dishonour on every Instrument received by BOCC in any way for discount, deposit, collection or acceptance on your Account. You will be liable to BOCC for any Instrument received for your Account as if it was presented, protested and given notice of dishonour in the usual way. BOCC, in its discretion, may note or protest any such Instrument for any reason at your Expense, however BOCC will not be liable to you for any failure or omission to note or protest any such Instrument.
- d) Outstanding Instruments- You will continue to be liable for Instruments drawn on or deposited to the Account which are outstanding and have not been cleared even after the Account has been closed.

2.20. STOP PAYMENTS

You may request a stop payment on an Instrument drawn on the Account by providing a written request indicating BOCC's required information, including without limitation date of Instrument, Instrument number, amount and name of payee. BOCC will attempt to execute such request but shall not incur any liabilities for complying or not complying with such request. BOCC cannot stop payment on any Instruments which fall into the following categories:

- an Instrument which has been certified;
- an Instrument which has been presented for payment;
- an Instrument which has been dishonoured;
- a bank draft, money order or official cheque which was issued at your request.

Under certain circumstances, the law may allow the party in possession of the cheque to enforce payment, despite the stop payment order. The stop payment service is a chargeable service (refer to Disclosure Documentation).

2.21. FOREIGN ACCOUNT CURRENCY

BOCC may, in its discretion, permit transactions, including any deposits or returned items, in a currency different from that of your Account. BOCC is not responsible for any losses you may incur due to changes in foreign currency exchange rates or the unavailability of funds due to foreign currency restrictions. You agree that BOCC may deduct from your Account in the same currency as your Account, any claims BOCC may have against you, and any service or other charges related to your Account.

2.22. RENMINBI ACCOUNTS

The following rules are applicable to any RMB Account.

- **DEPOSITING FUNDS IN RENMINBI ACCOUNTS:** In making an RMB Deposit, the client shall purchase RMB from BOCC against Canadian dollars or U.S. dollars at the prevailing foreign exchange rate applicable to RMB quoted by BOCC from time to time.
- **WITHDRAWALS OF FUNDS FROM RENMINBI ACCOUNTS:** In withdrawing funds from a Renminbi Account, BOCC shall pay to the client the equivalent Canadian dollars or U.S. dollars at the client's choice, by converting RMB at the prevailing foreign exchange rate applicable to RMB quoted by BOCC from time to time.
- **RULES RELATING TO RMB CASH TRANSACTIONS:** Subject to the client paying a cash handling fee, the client may request BOCC to accept RMB cash for deposits and to pay RMB cash for withdrawals. The cash handling fee will be the prevailing fee imposed by BOCC from time to time on each of these deposit / withdrawal transactions. BOCC can, at its sole discretion, accept and / or reject the client's request and is not required to provide an explanation. The client acknowledges and understands that BOCC's acceptance of RMB cash does not necessarily mean that we shall pay RMB cash for withdrawal.
- **REMITTANCE / SETTLEMENT TRANSACTIONS FROM RENMINBI ACCOUNTS**
 - a. BOCC may require the client to provide information about the background of certain remittance / settlement transactions, and the client agrees to comply with such requirements.
 - b. Regardless of whether the client complies with the foregoing, BOCC may, at its sole discretion, decline to effect such remittance / settlement transactions.
 - c. If any remittance or settlement from the Renminbi Account is returned by the beneficiary's / our counterparty's bank, we shall credit the net proceeds received by us into the client's Renminbi Account less any charges that are directly or indirectly related to the transaction.
- **DISCRETION TO AMEND FOR COMPLIANCE WITH CHINESE AUTHORITY:** The client acknowledges and agrees that the Renminbi Account and related foreign exchange and fund transfer are subject to the foreign exchange control restriction and other relevant regulations of the People's Republic of China. For this reason, BOCC may discontinue any or all of the RMB related services and / or alter the terms and conditions in order to comply with any restrictions imposed by the Chinese authority.

2.23. NON-RESIDENTS

You will advise BOCC if you cease to be a Canadian resident, and agree to immediately pay to BOCC all amounts which you may owe under this Agreement, net of taxes and withholdings.

2.24. POST-TRANSACTION NOTIFICATION

We provide post-transaction notification service for eligible clients who registered the service with us. Eligibility will be determined by us in our sole and absolute discretion and our decisions with respect to eligibility are final and binding. BOCC reserves the right to terminate your registration with and use of the service at any time, with or without notice. If the transaction triggers the pre-agreed or default required alert, the text message will be sent to your mobile number that you provided to us on file. If you wish to opt out such notification, you can contact us through branches or Client Service Hotline to terminate the service. You agree that your mobile number provided to us is accurate, current, true and complete. BOCC may charge additional fee for text message notification service as set out in the Disclosure Documentation. If you register to receive notification message, you are responsible for any charges that may be collected by your mobile device carrier / data service provider, including without limitation applied standard text message charges and data charges as determined by your mobile device carrier / data service provider.

You acknowledge and agree that: (I) notification messages are provided for informational purpose only; (II) notification messages are not transmitted in real-time and are subject to transmission problems including delivery failures and delays; (III) your Electronic Access Device may not be able to receive a text message in certain geographical areas; (IV) your mobile device must be capable of receiving text messages.

If a notification message notifies you of a transaction that appears to you to be suspicious, you agree to immediately contact us to report unauthorized transaction. If you so contact us, or if we otherwise suspect fraudulent or unauthorized transactions on your account, you agree to cooperate with us in any fraud investigation.

2.25. OTHER BRANCHES

If you wish to perform Account transactions at a BOCC branch other than the Home Branch of Account, you agree to comply with BOCC's requirements in that regard. BOCC may charge to the Account the amount of any Instrument drawn on the Account, as soon as it is negotiated or deposited at any BOCC branch or agency. BOCC may pay the Instrument even if it is not physically delivered to or presented at the address of the BOCC branch shown on the front of the Instrument.

2.26. NOTICE OF CHANGE

If your record-keeping option is paperless or by mean of a passbook, you agree that BOCC may, at its option, provide you with notice of any new or increased account service fee in writing, including by electronic means on BOCC's website, at least 60 days before the effective date of the increase or new account service fee. BOCC may also post a notice at its branches for a period of not less than 60 days immediately before the effective date of the increase or new account service fee.

3. DEBIT CARD CARDHOLDER AGREEMENT

The debit card issued by BOCC can be used in any access channels which we may enable you to use by means of your card and personal identification number "PIN", including:

- ATMs which we approve for use;
- Point-of-sale/debit card terminals at locations which permit you to use your card to make direct payment transactions on your Account;
- Any other channels which we may enable you to use by means of your Card and PIN

3.1. APPLICABILITY OF DEBIT CARD HOLDER AGREEMENT

The cardholder shall apply for a debit card. We have the sole discretion to accept or deny such application as may be submitted by you. The Debit Card Cardholder Agreement may be amended by us from time to time. Notwithstanding anything contained herein, all terms and conditions set by us regarding the Account will continue to be applicable to you. The terms and conditions of Debit Card Cardholder Agreement will be in addition to and not subordinated to the terms and conditions relating to any of your Account(s).

3.2. USE OF CARD

Your use of the debit card shall be the conclusive evidence that you have received, understood and agreed to be bound by the terms and conditions of Debit Card Cardholder Agreement. You shall use the debit card in accordance with our directions in Debit Card Cardholder Agreement, or as otherwise communicated to you from time to time. You authorize us to accept without any further verification, and you agree to be responsible for, all instructions for the transactions, when accompanied by your card and PIN. Your card will be subject to a daily dollar limit for the cash withdrawal transaction or debit transaction at Point-of-Sale Terminals. This dollar limit is set by us but could be changed if requested by you in person and is subject to our approval. The use of your card or PIN by you, or by any person with or without your knowledge or consent, in connection with a transaction, binds you legally and makes you personally liable.

We may verify communications, or the source of the communications, before we accept them, but we are not obligated to do so.

Your use of the debit card is subject to the following:

- Access will be provided to the Account that is linked to the card as your request;
- Permitted transactions will include those transaction(s) that we may approve from time to time;
- You may use the debit card at a device not operated by us, via other networks, as approved by us from time to time. The other network may charge your account a network and/or convenience fee for such

transaction. You are responsible for these charges and we have no liability whatsoever for these charges;

- You will not use the debit card for illegal, fraudulent or defamatory purposes;
- You authorize us to accept and honour each permitted transaction and we may charge a fee for the services or such transaction, according to the most current Disclosure Documentation or as advised by means of the communication channel of your preference or as posted at our retail branches as a notice to the public;
- We may impose dollar limits on the transaction and may change these dollar limits from time to time; and, we shall inform you of any of these changes in accordance with the terms of the Agreement.

3.3. FOREIGN CURRENCY TRANSACTIONS

If the transaction is performed by China UnionPay in Chinese Yuan, your linked RMB Account will be debited. If your RMB Account has insufficient available balance or your debit card is not linked a RMB Account, funds will be automatically debited from your Canadian dollar account.

A transaction in a foreign currency, if permitted, will be converted to the Canadian currency at an exchange rate determined by the related card organization or the Bank. We will convert it directly to Canadian dollars at the exchange rate in effect at the time we post the transaction to your account. The conversion rate may not be the same as the rate that was in effect on the transaction date.

3.4. CONFIDENTIALITY OF PIN AND CARD NUMBER

- Each PIN is for your exclusive use. You must keep your PIN and card number confidential. They must only be used in connection with services that we permit.
- Written records of your PIN are strongly discouraged for security reasons. If you really need to keep such records, you must keep them separate from your card at all times.
- When selecting your own PIN, you should avoid using number combinations that can easily be guessed such as your birth date, address number, telephone number or other such information easily obtainable by third parties.
- When inputting the PIN into ATM or point-of-sale/debit card terminals, you must take reasonable precautions, such as ensuring that no one is watching you and using your body and/or hand as a shield, to conceal the PIN from others.
- We encourage you to be cautious of web sites, online services, callers or other parties that pretend to be us who ask for PIN information.

You must immediately notify us by telephone or in person upon learning of the loss, suspected loss, theft or misuse or unauthorized use of your card, or PIN. You must also notify us immediately if you suspect your card or PIN was disclosed to, obtained by, known to anyone else or that an unauthorized use of the card may be occurring or has occurred.

3.5. YOUR LIABILITY

You are responsible for the full amount of all transactions resulting from the use of your debit card and/or the PIN by any person. Please take note that careless handling of your card and/or PIN may result in serious financial losses to you.

You are not liable for any unauthorized use of the debit card due to circumstances beyond your control. These situations are those that you could not have prevented and did not knowingly contribute to the unauthorized use. Such circumstances include errors, technical problems or system malfunctions.

However, you will be liable for the following circumstances:

- You make entry errors at point-of-service terminals, or if you make fraudulent or worthless deposits.
- You fail to notify us of any circumstance set in section "Confidentiality of PIN and Card Number".

- You will be liable to all transaction(s) incurred up to the time that you notify us (I) about the loss, theft, suspected loss or misuse of your debit card; (II) the PIN was disclosed and/or obtained by anyone else or may be known by anyone else; (III) unauthorized use of the debit card may be happening, as applicable.
- You fail to keep your PIN confidential under the section “Confidentiality of PIN and Card Number”.
- You fail to cooperate with us in the investigation of any unauthorized use of your debit card.
- You knowingly contribute to its unauthorized use;
- You willingly disclose the PIN;
- You did not keep your PIN separated from your debit card.

In those cases, your liability for each day will be limited to the dollar limit as set for your debit card.

3.6. INDEMNIFICATION

You shall indemnify BOCC against any claim, liability, or losses asserted against or incurred by BOCC arising from or in connection with your use of debit card, including without limitation any claim that use of a PIN is not a commercially reasonable means of providing security against unauthorized transactions and any liability or loss incurred by BOCC.

3.7. CHARGES FOR SERVICES

We may charge fees for services and transactions, according to our Disclosure Documentation. You authorize us to debit your Account for these fees. Up-to-date information on fees and charges is available at all our branches.

3.8. RECORDS

Our records will be conclusive evidence of your communications and transactions. We may tape and record your communications with BOCC.

Any transaction record you receive, or any transaction confirmation number supplied, is meant only to help you with your record keeping. We will be pleased to review our records if you disagree with their accuracy.

4. TELEPHONE BANKING SERVICE AGREEMENT

Telephone Banking Service includes without limitation reporting a loss, such as a passbook or debit card, requesting a stop-payment on an Instrument, enquiring about an account balance, foreign exchange rate or requesting a password reset and any other services, information or transactions that we may make available. You need to have a six-digit numerical password in order to have the access to the Telephone Banking Service. Telephone Banking Service is available twenty-four hours a day, seven days a week, except during system maintenance periods when you may experience some delay or failure to gain access to the system.

You agree to abide by the terms and conditions contained in Telephone Banking Service Agreement or any subsequent amendments. Upon BOCC’s approval, you may use the relevant Telephone Banking Service.

- You may cancel the Telephone Banking Service at any time subsequent to BOCC’s approval.
- You understand and acknowledge that the Telephone Banking Service provided by us is a financial service through public communication systems, mobile communication or integrated telephone line, and the interruption, halt or delay of information transmission or data transmission errors or time lag may take place when you use the Telephone Banking Service by the foregoing means. BOCC assumes no liability for any Losses howsoever caused.
- To prevent any unauthorized activities, you shall properly keep your user name and password secure, and change the password from time to time. Your use of the Telephone Banking Service shall be deemed to be conducted by you and all electronic records generated shall constitute legitimate proof of the Telephone Banking Service transaction. You shall, immediately after finding the password has been compromised, divulged, altered or forgotten, apply to have it reset. BOCC assumes no liability for theft of your information due to your failure to apply for password reset.

- BOCC's electronic records of any Telephone Banking Service conducted by you shall be final. Both parties agree that the computer records of BOCC are authentic, accurate and lawful.
- If you breach of any terms of Telephone Banking Service Agreement, BOCC shall have the right to terminate the service at its sole discretion.
- You shall indemnify BOCC against any claim, liability, or Losses asserted against or incurred by us arising from or in connection with your use of the Telephone Banking Service, including but not limited to any claim that use of a Telephone Banking Service is not a commercially reasonable means of providing security against unauthorized transactions.

5. COMPLAINT HANDLING PROCEDURES

BOCC is committed to providing high quality service to our clients. If you are not satisfied and have a complaint relating to our services and/or charges, you can follow procedures disclosed in Disclosure Documentation.

6. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws where the Home Branch of Account is located (without reference to the conflict of law rules thereof) and applicable federal laws, rules and regulations. All actions, suits or proceedings in connection with the transactions contemplated by this Agreement shall be brought to a court of competent jurisdiction in the Province where your Home Branch is located. By execution and delivery of this Agreement, each party hereby irrevocably submits to the jurisdiction of such a court without, however, waiving any immunity, right of removal, or other right each party may have.

7. LIMITATION OF LIABILITY

You understand and agree that, except as otherwise provided in this Agreement, BOCC will be liable to you only for direct damages resulting from gross negligence, fraud or willful misconduct of BOCC arising directly from the performance of BOCC of its obligations under this Agreement and BOCC will not be liable to you for any other direct damages. Gross negligence in this paragraph means conduct which is (I) a marked and flagrant departure from the conduct ordinarily expected of a reasonable and prudent person in the position of BOCC, or (II) so wanton and reckless as to constitute an utter disregard for harmful, foreseeable and avoidable consequences.

BOCC will not under any circumstances be liable to you for any other loss, damage or inconvenience; foreseeable, unforeseeable, indirect and the like, suffered by you except in a case where there has been negligence on BOCC's part, even if we have been advised of the possibility of such losses, damages or inconvenience. BOCC will not, under any circumstances (even if BOCC is negligent), be liable for any indirect, consequential, special, aggravated, punitive or exemplary damages whatsoever caused to you, regardless of the cause of action. In no event, even if BOCC is negligent, will BOCC be liable to you for any loss or damage suffered by you resulting from:

- Any failure, error, malfunction, delay or inaccessibility of any machine, system or equipment;
- Any failure, error or delay by any third party;
- Your failure to fulfill any of your obligations under this Agreement; or
- Any circumstances beyond our control.

These limitations apply to any act or omission of BOCC, its affiliates, agents or suppliers, whether or not the act or omission would otherwise give rise to a cause of action in contract, tort, statute or any other doctrine of law.

All services, equipment, and related documentations are provided "as is". We do not make any warranties regarding the same, including without limitation, warranties or merchantability operation, timeliness, security accuracy or fitness for a particular purpose.

8. NON-WAIVER

If BOCC fails to exercise or delays exercising any of its rights under this Agreement, this will not be a waiver of nor will it prevent BOCC from exercising these rights again in the future.

9. LANGUAGE CHOICE

The parties have expressly requested that this Agreement and any related documents be drafted in English. Les parties ont expressément exigé que cette Entente et tout document qui s'y rattache, soient rédigés en anglais.

10. CLIENT SERVICE

If you need assistance with provided services by us or you need to communicate with us, you may contact your Home Branch of Account, call BOCC toll free Client Service Hotline at 1-844-669-5566, or write to:

Bank of China (Canada)

Suite 600, 50 Minthorn Boulevard, Markham, Ontario, L3T 7X8

You agree that BOCC may record your conversations with us over the phone. BOCC does this from time to time to monitor the quality of service and accuracy of information our employees give to you, and to ensure that our employees accurately follow your instructions. Client service is not authorized to waive any provision of this Agreement.

11. CONFLICTS

If there is any conflict between any term in this Agreement and any term in other service agreement between BOCC and the Client, the term of that other service agreement shall govern for the purpose of the relevant service.

12. ASSIGNMENT

BOCC may assign this Agreement to its parent bank or to any now existing or future direct or indirect subsidiary or affiliate of its parent bank. BOCC may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

13. SEVERABILITY

In the event that one or more of the provisions of this Agreement shall for any reason be deemed to be invalid, illegal and/or unenforceable, the remaining provisions shall remain valid and enforceable.

14. NOTICE SENT BY THE BANK

We may provide any notice or communication required or to be given under this Agreement by post, telephone, email, fax, web site posting or any other physical or electronic means, or by press release, advertisement or other media notices.

Unless specified otherwise in this Agreement, if notice is provided by post, the intended recipient will deem to have received the notice on the date that is five working days after the notice is mailed. In all other cases, the intended recipient will deem to have received the notice on the date the notice was sent.

15. CHANGES TO THIS AGREEMENT

We may change any of the terms of this Agreement at any time with or without prior notice unless advance notice is required by law. BOCC may inform you about those changes by sending you a notice (written or electronic), posting a notice in Bank's branches, displaying a notice on or near ATM or by posting a notice on our website at www.bankofchina.com/ca/en/. If we choose to send the notice by mail, we will use the most recent mailing address you provided to BOCC. The latest version of the Agreement will be posted on our website at www.bankofchina.com/ca/en/.

16. PERSONAL INFORMATION

You consent that you have read, understood and agreed to the terms and conditions related to the collection, using, sharing and transferring of your personal information as described in our Client Privacy Policy. This includes collecting, during the course of your relationship with Bank of China (Canada)

information about you from, and sharing it with, the BOCC Group, credit bureaus, government institutions or registries, regulators and self-regulatory organizations, other financial institutions, and other such parties for the purposes of: (I) identifying you; (II) qualifying you for products and services and providing or processing your transactions; (III) verifying information you give us; (IV) protecting you and BOCC from fraud and errors; (V) facilitating tax and other reporting duties; (VI) complying with legal, regulatory and self-regulatory obligations; or (VII) telling you about other products and services of the BOCC. If you wish to withdraw your consent to (VII) you may contact BOCC toll free Client Service Hotline at any time. The BOCC Group includes BOCC and its parent bank, and global affiliates.

Where you might be a victim of fraud, financial abuse, or other illegal activity or where we have reasonable grounds to believe your interests can best be served by taking action, we may share information with the appropriate legal or governmental authorities. In these circumstances, we will only share information we believe is reasonably necessary to protect your interests.

BOCC shall keep confidential any application materials, account information and other materials provided by you in accordance with the Client Privacy Policy. Certain exceptions apply:

- We may exchange such information with its employees, agents, cross-border global affiliates, or parent bank in circumstances deemed necessary or appropriate by us;
- We may transfer your personal information to local and cross-border third parties in order to process your transaction and provide you services;
- When we select an agent to act as service provider, such an agent may encounter information about your account(s) and transactions;
- When you agree in writing that we may disclose specific information;
- When you have named BOCC as credit reference;
- When BOCC is required by law to disclose such information e.g. BOCC receives a subpoena, summons, search warrant, court order.

Our Client Privacy Policy is available at any branch or our website at: www.bankofchina.com/ca/en/. This policy may be amended, replaced or supplemented from time to time.